

Amendments to the Drawings:

The attached sheets of drawings includes changes to Figures 1, 2A, 2B, 4, 5, 6B, 6C, 7, 8, 9A, 9B, 9C, 10, 11A, 11B and 11C. These sheets replace the all the original sheets including Figures 1, 2A, 2B, 3, 4, 5, 6B, 6C, 7, 8, 9A, 9B, 9C, 10, 11A, 11B and 11C. The changes to the Figures are described in the previous amendments to the Specification. In addition, the term “Individual” in block 104 is now “Individual or Member” in block 104 in Figures 1, 2A and 2B. Moreover, duplicate reference numerals 106 were deleted from inside block 106 and underneath the corresponding arrow in Figure 5.

Attachment: Replacement Sheets

REMARKS/ARGUMENTS

Claims 2-7 and 10-27 remain in the application. Claims 1 and 8-9 are hereby canceled without prejudice. Claims 1-27 were rejected in the Office Action mailed July 31, 2007 (hereinafter referred to as "Office Action"). Applicant respectfully requests a three month extension of time to respond to the Office Action. A credit card authorization is being submitted electronically with the filing of this response. Accordingly, applicant respectfully submits that this response is timely filed on January 31, 2008. It is believed that no fees are due at this time. In view of the following remarks and amendments, applicant respectfully request a timely Notice of Allowance be issued in this case.

Drawing Objections

The drawings were objected to for including reference character(s) not mentioned in the description and multiple reference characters used to designate the same element. Applicant respectfully submits that the foregoing amendments to these claims are fully responsive and overcome the objections. Reconsideration and removal of the objections are respectfully requested.

Claim Objections

Claims 24 and 25 were objected to because they reference claim 25. Applicant respectfully submits that the foregoing amendments to these claims are fully responsive and overcome the objections. Reconsideration and removal of the objections are respectfully requested.

Double Patenting

Claims 1-22 were provisionally rejected on the ground of non-statutory obviousness-type double patenting over claims 1-7, 11-12, 21-23 and 26-28 of U.S. Patent Application No. 10/620,904. Applicant respectfully submits that appropriate action (amendment, cancellation or the filing of a terminal disclaimer) will be taken if the double patenting rejections remain after the allowance of any applicable claims.

Claim Rejection under 35 U.S.C. § 101

Claim 1 was rejected under 35 U.S.C. § 101 because the claimed invention is allegedly directed to non-statutory subject matter – a human being. Applicant respectfully submits that the rejections are moot as a result of the cancellation of claim 1. Reconsideration and removal of the rejection is respectfully requested.

Claim Rejections under 35 U.S.C. § 103(a)

Claims 1-8 and 20 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Care Entrée (<http://web.archive.org/web/20011130030647/http://carentree.com>, 2001) in view of Lipton, et al. ("Pharmacy benefit management companies: Dimensions of performance", Annual Review of Public Health, Palo Alto 1999, Vol. 21, page 31). In addition, claims 9-19 and 21-27 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Care Entrée in view of Lipton and further in view of U.S. Patent No. 5,819,092 to Ferguson, et al. Claims 21-27 were also rejected under 35 U.S.C. § 103(a) as being unpatentable over Care Entrée in view of U.S. Patent No. 5,819,092 to Ferguson, et al. Applicant respectfully submits that claims 2-7 and 10-27 are not obvious over the cited references and are, therefore, allowable under 35 U.S.C. § 103(a) for the reasons stated below.

Claims 20-22

Applicant respectfully submits that claims 20-22 are allowable under 35 U.S.C. § 103(a) because the cited references do not disclose, teach or suggest "providing a discount price list and a pharmaceutical listing to the members that regulates the cost of pharmaceuticals provided to the members by a pharmacy benefit manager such that the members pay the pharmacy benefit manager in-full directly for any pharmaceuticals provided to the member based on the discount price list, and wherein the pharmaceutical listing comprises basic listings and premium listings for the pharmaceuticals" as recited in claims 20-22. The Office Action stated "[t]he Care Entrée program does not teach a method to provide a discount price list regulation the cost of pharmaceuticals, and the members paying the pharmacy benefit manager directly for the pharmaceutical products" (page 17, lines 14-16), but that Lipton (paragraph 30) cures this deficiency (page 17, lines 17-20). Applicant respectfully disagrees.

First, applicant respectfully submits that the "drug premium . . . paid directly to the PBM" (paragraph 30, lines 4-5) is a fee (e.g., monthly premium) paid to the PBM instead of the insurance company. As a result and as described in paragraph 31, lines 4-10, the PBM is acting as a specific-purpose (pharmaceutical) insurance company. The PBM client is a "self-insured employer or HMO" (paragraph 31, line 4); not a member or individual to which the pharmaceuticals are provided. Lipton merely discusses traditional pharmacy benefit management companies as they existed in 1999 (Abstract) and does not cure the deficiencies of Care Entrée.

Second, applicant respectfully submits that the discount lists in Lipton are not provided to the individuals or members to which the pharmaceuticals are provided. Instead, the discounts described in Lipton are provided are between the PBM and the insurance company, pharmacies and/or the pharmaceutical companies (paragraph 7, lines 9-11). As a result, Lipton does not cure the deficiencies of Care Entrée.

Third, applicant respectfully submits that it would not have been obvious to one of ordinary skill in the art at the time the invention was made to provide members with a pharmaceutical listing containing basic and premium for pharmaceuticals because the insurance, HMO, PBM, and PPO industries teach against any sort of favoritism or competition among pharmaceuticals offered directly to individuals within their networks. As a result, the modifications identified in the Office Action (page 18, line 10-page 19, line 12) based on Ferguson would “change the principle of operation of the prior art invention [Care Entrée and Lipton] being modified.” MPEP § 2143.01 (VI). As a result, “the teachings of the references are not sufficient to render the claims prima facie obvious.” MPEP § 2143.01 (VI).

For all these reasons, applicant respectfully submits that the cited references do not disclose, teach or suggest all the elements recited in claims 20-22, as amended. Accordingly, claims 20-22 are not obvious over the cited references and are, therefore, allowable under 35 U.S.C. § 103(a). Accordingly, applicant respectfully requests that the rejection of claims 20-22 be withdrawn.

Claims 2-7 and 10-19

Applicant respectfully submits that claims 2-7 and 10-19 depend from claim 20, as amended, which is allowable for the reasons stated above, and further distinguish over the cited references. Claims 2-7 and 10-19 are, therefore, allowable under 35 U.S.C. § 103(a). Accordingly, applicant respectfully requests that any rejection of claims 2-7 and 10-19 be withdrawn.

Claim 23

Applicant respectfully submits that claim 23 is allowable under 35 U.S.C. § 103(a) because the cited references do not disclose, teach or suggest:

a variable discount drug price list web site on a global telecommunications network that tracks a known standard drug price list that regulates the price of drugs to the customers by the pharmacies and wherein the customer pays the network of pharmacies in-full directly for drugs on the variable discount price list; and

a basic or a premium drug price listing on the variable discount drug price list web site, wherein the premium drug price listing provides a link to a separate page about the drug

The Office Action stated “[t]he Care Entrée program fails to disclose a variable discount drug price list on a global telecommunication network and a basic or premium drug price listing” (page 27, lines 1-2), but that Ferguson (column 14, lines 13-19) cures this deficiency (page 27, lines 17-20). Applicant respectfully disagrees.

Applicant respectfully submits that it would not have been obvious to one of ordinary skill in the art at the time the invention was made to provide customers with a variable discount drug price list web site with basic or premium drug price listings because the insurance, HMO, PBM, and PPO industries teach against any sort of favoritism or competition among pharmaceuticals offered directly to individuals within their networks. As a result, the modifications identified in the Office Action (page 27, lines 3-15) based on Ferguson would "change the principle of operation of the prior art invention [Care Entrée and Lipton] being modified." MPEP § 2143.01 (VI). As a result, "the teachings of the references are not sufficient to render the claims prima facie obvious." MPEP § 2143.01 (VI).

For all these reasons, applicant respectfully submits that the cited references do not disclose, teach or suggest all the elements recited in claim 23. Accordingly, claim 23 is not obvious over the cited references and is, therefore, allowable under 35 U.S.C. § 103(a). Accordingly, applicant respectfully requests that the rejection of claim 23 be withdrawn.

Claims 24-27

Applicant respectfully submits that claims 24-27 depend from claim 23, as amended, which is allowable for the reasons stated above, and further distinguish over the cited references. Claims 24-27 are, therefore, allowable under 35 U.S.C. § 103(a). Accordingly, applicant respectfully requests that any rejection of claims 24-27 be withdrawn.

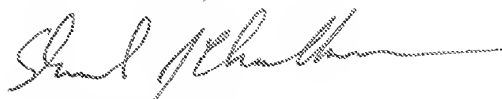
Conclusion

For the reasons set forth above, applicant respectfully requests reconsideration by the examiner and withdrawal of the rejections. Applicant submits that claims 2-7 and 10-27, as amended, are fully patentable. Applicant respectfully requests that a timely Notice of Allowance be issued in this case. If the examiner has any questions or comments, or if further clarification is required, it is requested that the examiner contact the undersigned at the telephone number listed below.

Date: January 31, 2008

Respectfully submitted,

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By 

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